

STATE OF SOUTH CAROLINA)	IN THE NINTH JUDICIAL CIRCUIT
)	C/A No.:
COUNTY OF CHARLESTON)	
)	
Tabitha Britt, as Personal Representative)	
of the Estate of James C. Britt, Jr.,)	PETITION FOR APPROVAL OF
Deceased,)	WRONGFUL DEATH SETTLEMENT
)	
Petitioner,)	
)	
v.)	
)	
The Town of Mount Pleasant, Town of)	
Mount Pleasant Police Department, and)	
Current and Former Individual Mount)	
Pleasant Police Officers,)	
)	
Defendants.)	
)	

Petitioner, Tabitha Britt, as Personal Representative of the Estate of James C. Britt, Jr., Deceased, would respectfully petition and show unto the Court as follows:

I.

Petitioner, Tabitha Britt, is the duly qualified Personal Representative of the Estate of James C. Britt, Jr., Deceased, and was issued a Certificate of Appointment by the Charleston County Probate Court on or about December 23, 2019. Tabitha Britt has retained Attorneys W. Mullins McLeod, Jr. and Michael Thomas Cooper of the McLeod Law Group, LLC and Kevin Holmes of the Steinberg Law Firm, LLP to represent the Estate in this matter.

II.

On or about September 30, 2019, James C. Britt, Jr., was involved in an incident in Charleston County, South Carolina with the Town of Mount Pleasant Police Department. The September 30, 2019 incident resulted in the death of James C. Britt, Jr., on October 8, 2019. As a result, claims have been made for the decedent's conscious pain and suffering and wrongful death against the Town of

Mount Pleasant, the Town of Mount Pleasant Police Department, any Town of Mount Pleasant police officer/employee, and the South Carolina Municipal Insurance and Risk Financing Fund. This settlement does not apply to claims, causes of action, or lawsuits that may be maintained against any other party, entity, or individual.

III.

An extensive investigation has been made into the facts and circumstances surrounding the September 30, 2019 incident and the subsequent death of the decedent, James C. Britt, Jr. The undersigned is fully aware of the facts regarding liability for the decedent's injuries and death and the Town of Mount Pleasant, the Town of Mount Pleasant Police Department, any Town of Mount Pleasant police officer/employee, and the South Carolina Municipal Insurance and Risk Financing Fund dispute any liability for the decedent's death and resulting damages. Nevertheless, the parties wish to settle these disputed claims and the Personal Representative believes it is in the best interest of the Estate of James C. Britt, Jr. to forever settle these claims against these specific parties as more fully set forth herein. More specifically, the parties to this settlement understand the Estate of James Britt may have additional claims arising out of the same set of facts against Charleston County, Charleston County Emergency Medical Services, and/or individual employees, EMTs, officials, and other agents of Charleston County.

IV.

There has been sought and obtained from the Town of Mount Pleasant, the Town of Mount Pleasant Police Department, any Town of Mount Pleasant police officer/employee, and the South Carolina Municipal Insurance and Risk Financing Fund an offer of settlement whereby they have agreed to pay to the Petitioner, Tabitha Britt, as Personal Representative of the Estate of James C. Britt, Jr., for the benefit of the decedent's heirs at law under the provisions of the Wrongful Death

Act, S.C. Code Ann. § 15-51-10 et seq., as amended. South Carolina Municipal Insurance and Risk Financing Fund, on behalf of the Defendant, the Town of Mount Pleasant, the Town of Mount Pleasant Police Department, any Town of Mount Pleasant police officer/employee, will pay the total sum of Three Million and 00/100 (\$3,000,000.00) Dollars under policy number R-SCMIRF-1094-2020-01, in exchange for a release and settlement of any and all claims that may be asserted on behalf of the decedent, James C. Britt, Jr. as to the Town of Mount Pleasant, its employees, and its insurers. This does not release any other person or party from any other claim that may be brought arising out of the incident in this matter.

Petitioner is informed and believes that the only statutory beneficiaries and heirs at law of the decedent are decedent's widow, Tabitha Britt, and their minor child, L.B.

V.

Because this matter is being settled pre-suit, no findings of fact or conclusions of law have been rendered. The total amount of creditor claims that were submitted to the Charleston County Probate Court are set forth in the accompanying statements attached hereto. The settlement hereby allocates Two Million Seven Hundred Thousand and 11/100 Dollars (\$2,700,000.00) to the Survival Claim of the Estate. All creditor claims must be paid from that allocation. The remainder amount of Three Hundred Thousand Dollars and 00/100 is allocated to the Wrongful Death Claim.

VI.

Petitioner is informed and believes that the offer of settlements set forth in Paragraphs IV and V above exhausts the available limits of the liability coverages under the terms and provisions of the insurance policy(s) specifically listed in Paragraph IV above.

VII.

Petitioner is informed and believes that the proposed settlement agreement outlined in Paragraphs IV and V above is intended to and does fully release and discharge the Town of Mount Pleasant, the Town of Mount Pleasant Police Department, any Town of Mount Pleasant officer/employee, and the South Carolina Municipal Insurance and Risk Financing Fund.

Petitioner understands that payment of all liens, encumbrances, and creditors' claims is the responsibility of the Petitioner.¹ Petitioner specifically understands and agrees that she is responsible for and agrees to satisfy any Medicare, Medicaid, health care liens and medical expenses

VIII.

Petitioner has retained McLeod Law Group, LLC and Steinberg Law Firm, LLP as legal counsel to represent her as Personal Representative of the Estate of James C. Britt, Jr., in this action and she has incurred attorney's fees in the amount of One Million and 00/100 Dollars (thirty-three and one third percent [33 1/3%]) plus costs incurred to date by the law firms. Petitioner is of the opinion that the total attorney's fees is fair and reasonable under the circumstances and reflects substantial and fruitful efforts put forth by McLeod Law Group, LLC and Steinberg Law Firm, LLP that such fee should be approved by the Court, and that the Petitioner, as Personal Representative of the Estate of James C. Britt, Jr., should be authorized to pay such sum out of the total settlement proceeds.

IX.

The net settlement proceeds from the Wrongful Death and Survival Claims accruing to the minor, L.B., shall be allocated to an irrevocable settlement trust for the sole benefit of L.B. with

¹ The liens, encumbrances, and creditors' claims are set forth in detail in the attached statements. (Exhibit 1).

Advocacy Trust, LLC to serve as trustee and Harbor Financial Group LLC to serve as the initial money manager. Advocacy Trust is unique from other trust companies in providing special attention and guidance to Plaintiffs by: (i) helping them navigate their unique financial needs, (ii) providing expert investment management, trust services, financial planning advice, and (iii) offering other individual tailored support including assistance with public benefits. The company: (i) retains capital in excess of \$1 million, (ii) maintains significant errors and omissions insurance bond to provide our trust clients with an additional layer of protection from any possible loss to their account (\$1 million per incident), and (iii) utilizes a 3rd party custodial operating platform with FIS (Reliance Trust Corporation) who maintains extensive insurance coverage (\$15 million per incident).

X

Petitioner has fully and carefully considered the settlement offer set forth above and is of the opinion that, under all of the circumstances, the proposed settlement agreement is reasonable and acceptable, that it would be in the best interests of the statutory beneficiaries under the Wrongful Death Act, that the above-described settlement offer should be accepted as a reasonable and equitable adjustment of any rights and claims of whatsoever nature and kind that Petitioner Tabitha Britt, as Personal Representative of the Estate of James C. Britt, Jr., has or may have against the Town of Mount Pleasant, the Town of Mount Pleasant Police Department, any Town of Mount Pleasant officer/employee, and the South Carolina Municipal Insurance and risk Financing Fund, and their heirs, executors, administrators, Personal Representatives, successors, assigns, affiliates, subsidiaries and parent companies thereof.

XI.


WHEREFORE, Petitioner, Tabitha Britt, as Personal Representative of the Estate of James C. Britt, Jr., prays:

1. That this Court approve the above-described settlement proposal as set forth in the attached statements and authorize the Petitioner as Personal Representative of the Estate of James C. Britt, Jr., to consummate the settlement and execute the proper receipts and releases for all sums to be paid hereunder;

2. That this Court authorize and direct the South Carolina Municipal Insurance and Financing Fund to pay, on behalf of themselves and the Town of Mount Pleasant, et. al, to pay Petitioner Tabitha Britt, as Personal Representative of the Estate of James C. Britt, Jr., the settlement proceeds outlined above in accordance with the Wrongful Death Act, S.C. Code Ann. § 15-51-10 et seq., as amended;

3. That this Court authorizes and directs Petitioner, as Personal Representative of the Estate of James C. Britt, Jr., to pay attorney's fees in the amount of \$1,000,000.00, plus costs, to McLeod Law Group, LLC and Steinberg Law Firm, LLP.

4. For such other and further relief as this Court may deem just and proper.




Tabitha Britt, as Personal Representative of the
Estate of James C. Britt, Jr., Deceased

STATE OF SOUTH CAROLINA)
) VERIFICATION
COUNTY OF CHARLESTON)

PERSONALLY, appeared before me, Tabitha Britt, who, first being duly sworn, deposes and says that she is the Petitioner in the foregoing proceedings; that she has read the allegations set forth in the foregoing Petition and the same are true and correct to the best of her knowledge, information, and belief.



TABITHA BRITT

Sworn to and described before me on this
10th day of September 2020


(L.S.)
Notary Public for South Carolina
My Commission Expires: 10/10/23

ATTORNEY'S CERTIFICATE

I hereby certify that I, as attorney for Tabitha Britt, as Personal Representative of the Estate of James C. Britt, Jr., have considered the proposed settlements set forth hereinabove and do hereby approve such settlements and recommend that she be approved by this Court.

This the 10 day of September, 2020, in Charleston, South Carolina.



Michael Thomas Cooper, Esquire
McLeod Law Group, LLC

Charleston, South Carolina

Date: 09/10/20